

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Richard G. Heston 90738 Heston & Heston Attorneys at Law 19700 Fairchild Road, Suite 280 Irvine, CA 92612 949-222-1041 Fax: 949-222-1043 90738 CA rheston@hestonlaw.com	FOR COURT USE ONLY
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
List all names (including trade names) used by the debtor within the last 8 years: Ryan C. Nash	CASE NO.: 2:17-bk-24752-VZ
	CHAPTER 13
	SECOND AMENDED CHAPTER 13 PLAN
	CREDITORS MEETING: Date: 12/28/17 Time: 9:00AM Place: 915 Wilshire Blvd., 10th Floor, Meeting Room 1, Los Angeles, CA 90012 CONFIRMATION HEARING: Date: 5/13/19 Time: 9:00 a.m. Place: Courtroom 1368 255 E. Temple, Los Angeles, CA 90012
Debtor(s).	

NOTICE

This Chapter 13 Plan is proposed by the above Debtor. The Debtor attests that the information stated in this Plan is accurate. Creditors cannot vote on this Plan. However, creditors may object to this Plan being confirmed pursuant to 11 U.S.C. § 1324. Any objection must be in writing and must be filed with the court and served upon the Debtor, Debtor's attorney (if any), and the chapter 13 trustee not less than 7 days before the date set for the meeting of creditors. Unless an objection is filed and served, the court may confirm this Plan. The Plan, if confirmed, modifies the rights and duties of the Debtor and creditors to the treatment provided in the Plan as confirmed, with the following IMPORTANT EXCEPTIONS:

Unless otherwise provided by law, each creditor will retain its lien until the earlier of payment of the underlying debt determined under non-bankruptcy law or discharge under 11 U.S.C. § 1328. If the case under this chapter is dismissed or converted without completion of the Plan, such lien shall also be retained by such holder to the extent recognized by applicable non-bankruptcy law.

Defaults will be cured using the interest rate set forth below in the Plan. Any ongoing obligation will be paid according to the terms of the Plan.

HOLDERS OF SECURED CLAIMS AND CLASS 1 CLAIMANTS WILL BE PAID ACCORDING TO THIS PLAN AFTER CONFIRMATION UNLESS THE SECURED CREDITOR OR CLASS 1 CLAIMANT FILES A PROOF OF CLAIM IN A DIFFERENT AMOUNT THAN THAT PROVIDED IN THE PLAN. If a secured creditor or a class 1 creditor files a proof of claim, that creditor will be paid according to that creditor's proof of claim, unless the court orders otherwise.

HOLDERS OF ALL OTHER CLAIMS MUST TIMELY FILE PROOFS OF CLAIMS, IF THE CODE SO REQUIRES, OR THEY WILL NOT BE PAID ANY AMOUNT. A Debtor who confirms a Plan may be eligible thereafter to receive a discharge of debts to the extent specified in 11 U.S.C. § 1328.

The Debtor proposes the following Plan and makes the following declarations:

I. PROPERTY AND FUTURE EARNINGS OR INCOME SUBJECT TO THE SUPERVISION AND CONTROL OF THE CHAPTER 13 TRUSTEE:

The Debtor submits the following to the supervision and control of the chapter 13 trustee:

- A. Payments by Debtor of **\$2,046.00** per month for **44** months, then **\$2,290.00** per month for **16** months. This monthly Plan Payment will begin within 30 days of the date the petition was filed.
- B. The base plan amount is \$ **126,664.00** which is estimated to pay 7 % of the allowed claims of nonpriority unsecured creditors. If that percentage is less than 100%, the Debtor will pay the Plan Payment stated in this Plan for the full term of the Plan or until the base plan amount is paid in full, and the chapter 13 trustee may increase the percentage to be paid to creditors accordingly.
- C. Amounts necessary for the payment of postpetition claims allowed under 11 U.S.C. § 1305.
- D. Preconfirmation adequate protection payments for any creditor who holds an allowed claim secured by personal property where such security interest is attributable to the purchase of such property and preconfirmation payments on leases of personal property whose allowed claim is impaired by the terms proposed in the plan. Preconfirmation adequate protection payments and preconfirmation lease payments will be paid to the chapter 13 trustee for the following creditor(s) in the following amounts:

Creditor/Lessor Name	Collateral Description	Last 4 Digits of Account #	Amount
-NONE-			

Each adequate protection payment or preconfirmation lease payment will commence on or before the 30th day from the date of filing of the case. The chapter 13 trustee shall deduct the foregoing adequate protection payment(s) and/or preconfirmation lease payment from the Debtor's Plan Payment and disburse the adequate protection payment or preconfirmation lease payment to the secured(s) creditor(s) at the next available disbursement or as soon as practicable after the payment is received and posted to the chapter 13 trustee's account. The chapter 13 trustee will take his or her statutory fee on all disbursements made for preconfirmation adequate protection payments or preconfirmation lease payments.

- E. Other property: *(specify property or indicate none)*
 - 1. Any and all net state and federal income tax refunds received and/or coming due during the plan term.

II. ORDER OF PAYMENTS; CLASSIFICATION AND TREATMENT OF CLAIMS:

Except as otherwise provided in the Plan or by court order, the chapter 13 trustee shall disburse all available funds for the payment of claims as follows:

A. ORDER OF PAYMENTS:

1. If there are Domestic Support Obligations, the order of priority shall be:
 - (a) Domestic Support Obligations and the chapter 13 trustee's fee not exceeding the amount accrued on payments made to date;
 - (b) Administrative expenses (Class 1(a)) in an amount not exceeding _____% of each Plan Payment until paid in full;
2. If there are no Domestic Support Obligations, the order of priority shall be the chapter 13 trustee's fee not exceeding the amount accrued on payments made to date, and administrative expenses (Class 1(a)) in an amount not exceeding 100 % of each Plan Payment until paid in full.
3. Notwithstanding 1 and 2 above, ongoing payments on secured debts that are to be made by the chapter 13 trustee from the Plan Payment; such secured debt may be paid by the chapter 13 trustee commencing with the inception of Plan Payments.
4. Subject to 1, 2, and 3 above, pro rata to all other claims except as otherwise provided in the Plan.
5. No payment shall be made on nonpriority unsecured claims until all secured and priority claims have been paid in full.

B. CLASSIFICATION AND TREATMENT OF CLAIMS:

CLASS 1

ALLOWED UNSECURED CLAIMS ENTITLED TO PRIORITY UNDER 11 U.S.C. §507

The Debtor will pay Class 1 claims in full; except the debtor may provide for less than full payment of Domestic Support Obligations pursuant to 11 U.S.C. §1322(a)(4).

CATEGORY	AMOUNT OF PRIORITY CLAIM	INTEREST RATE, if any	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
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a. Administrative Expenses

(1) Chapter 13 trustee's fee – estimated at 11% of all payments to be made to all classes through this Plan.

(2) Attorney's Fees	\$4,000.00		\$1,333.33	3	\$4,000.00
(3) Chapter 7 trustee's fees					
(4) Other					

b. Other Priority Claims

(1) Internal Revenue Service					
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(2) Franchise Tax Board					
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(3) Domestic Support Obligation					
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(4) Other					
Franchise Tax Board	\$19,827.99	0%	\$388.78	51	\$19,827.99
Internal Revenue Service	\$45,089.00	0%	\$884.10	51	\$45,089.00
Internal Revenue Service	\$30,862.00	0%	\$605.14	51	\$30,862.00

c. Domestic Support Obligations that are not to be paid in full in the Plan (specify creditor name):

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CLASS 2

**CLAIMS SECURED SOLELY BY PROPERTY THAT IS THE DEBTOR'S PRINCIPAL RESIDENCE
ON WHICH OBLIGATION MATURES AFTER THE FINAL PLAN PAYMENT IS DUE**

1. ☐ The postconfirmation monthly mortgage payment will be made by the chapter 13 trustee from the Plan Payment to:
2. ☒ The postconfirmation monthly mortgage payment will be made by the Debtor directly to:

TCF National Bank 2998
(name of creditor) (last 4 digits of account number)

Wintrust Mortgage Bank 0001
(name of creditor) (last 4 digits of account number)

The Debtor will cure all prepetition arrearages for the primary residence through the Plan Payment as set forth below.

Name of Creditor	Last 4 Digits of Account Number	Cure of Default				
		AMOUNT OF ARREARAGE	INTEREST RATE	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT
Wintrust Mortgage Bank	0001	\$9,149.12	0	\$1,524.85	6	\$9,149.12

CLASS 3

**CLAIMS SECURED BY REAL OR PERSONAL PROPERTY WHICH ARE PAID IN FULL
DURING THE TERM OF THE PLAN**

Name of Creditor	Last 4 Digits of Account No.	CLAIM TOTAL	SECURED CLAIM AMOUNT	INTEREST RATE	Equal Monthly Payment	NUMBER OF MONTHS	TOTAL PAYMENT
Audi Financial Services	8385	\$0.00	\$0.00	0.00	\$0.00	0	\$0.00

CLASS 4

OTHER SECURED CLAIMS ON WHICH THE LAST PAYMENT IS DUE AFTER THE DATE ON WHICH THE FINAL PAYMENT UNDER THE PLAN IS DUE

1. ☐ The postconfirmation monthly payment pursuant to the promissory note will be made by the chapter 13 trustee from the Plan Payment to:
2. ☐ The postconfirmation monthly payment pursuant to the promissory note will be made by the Debtor directly to:

(name of creditor)

(last 4 digits of account number)

(name of creditor)

(last 4 digits of account number)

The Debtor will cure all prepetition arrearages on these claims through the Plan Payment as set forth below.

Name of Creditor	Last 4 Digits of Account Number	Cure of Default				
		AMOUNT OF ARREARAGE	INTEREST RATE	MONTHLY PAYMENT	NUMBER OF MONTHS	TOTAL PAYMENT

CLASS 5

NON-PRIORITY UNSECURED CLAIMS

The Debtor estimates that non-priority unsecured claims total the sum of \$72,221.00.

Class 5 claims will be paid as follows:

(Check one box only.)

☒ Class 5 claims (including allowed unsecured amounts from Class 3) are of one class and will be paid pro rata.

OR

☐ Class 5 claims will be divided into subclasses as shown on the attached exhibit *directly below* (which also shows the justification for the differentiation among the subclasses) and the creditors in each subclass will be paid pro rata.

III. COMPARISON WITH CHAPTER 7

The value as of the effective date of the Plan of property to be distributed under the Plan on account of each allowed claim is not less than the amount that would be paid on such claim if the estate of the Debtor were liquidated under chapter 7 of the Bankruptcy Code on such date. The amount distributed to nonpriority unsecured creditors in chapter 7 would be \$ 0.00 which is estimated to pay 0 % of the scheduled nonpriority unsecured debt.

IV. PLAN ANALYSIS

CLASS 1a	\$4,000.00
CLASS 1b	\$95,778.99
CLASS 1c	\$0.00
CLASS 2	\$9,149.12
CLASS 3	\$0.00
CLASS 4	\$0.00
CLASS 5	\$5,183.41
SUB-TOTAL	\$114,111.52
CHAPTER 13 TRUSTEE'S FEE (Estimated 11% unless advised otherwise)	\$12,552.48
TOTAL PAYMENT	\$126,664.00

V. OTHER PROVISIONS

- A. The Debtor rejects the following executory contracts and unexpired leases.
- | | |
|-----------------------------|---------------------------------------|
| Name of Other Party: | Description of contract/lease: |
| -NONE- | |
- B. The Debtor assumes the executory contracts or unexpired leases set forth in this section. As to each contract or lease assumed, any defaults therein and Debtor's proposal for cure of said default(s) is described in Class 4 of this Plan. The Debtor has a leasehold interest in personal property and will make all post-petition payments directly to the lessor(s):
- | | |
|-----------------------------|---------------------------------------|
| Name of Other Party: | Description of contract/lease: |
| Audi Financial Services | Assume lease on 2016 Audi A3 |
| Audi Financial Services | Assume lease on 2017 Audi Q7 |
- C. In addition to the payments specified in Class 2 and Class 4, the Debtor will make regular payments, including any preconfirmation payments, directly to the following:
- | | |
|--------------------------|-------------------------|
| Creditor Name: | Monthly Payment: |
| Audi Financial Services | \$715.00 |
| Honda Financial Services | \$244.00 |
- D. The Debtor hereby surrenders the following personal or real property. (*identify property and creditor to which it is surrendered*):
- | | |
|-----------------------|---------------------|
| Creditor Name: | Description: |
| -NONE- | |
- E. The Debtor shall incur no debt greater than \$500.00 without prior court approval unless the debt is incurred in the ordinary course of business pursuant to 11 U.S.C. §1304(b) or for medical emergencies.
- F. Miscellaneous provisions: (*use attachment, if necessary*):
1. With the pay-off of the Debtor's 2015 Honda Civic in August 2021, Debtor shall increase the monthly payment from \$2,046 to \$2,290 for the final 16 months of the Client.
 2. The leases of the Debtor's 2017 Audi Q7 and his non-filing spouse's 2016 Audi A3 will be completed in April 2020 and August 2019, respectively. At the termination of the leases, Debtor and his wife will either buy-out the vehicles or purchase or lease replacement vehicles, subject to the Court's approval. In the event the replacement vehicles' purchase or lease costs are less than the present payments of \$715 and \$578, Debtor will seek approval of a modification of the Plan payment accordingly.
- G. The chapter 13 trustee is authorized to disburse funds after the date confirmation is announced in open court.

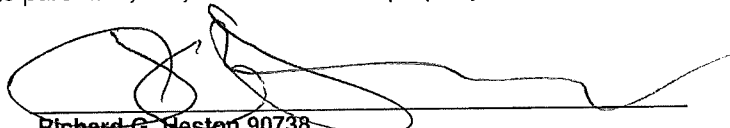
- H. The Debtor will pay timely all postconfirmation tax liabilities directly to the appropriate taxing authorities as they come due.
- I. The Debtor will pay all amounts required to be paid under a Domestic Support Obligation that first became payable after the date of the filing of the petition.

VI. REVESTING OF PROPERTY

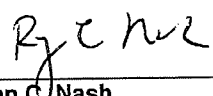
Property of the estate shall not revert in the Debtor until such time as a discharge is granted or the case is dismissed or closed without discharge. Revestment shall be subject to all liens and encumbrances in existence when the case was filed, except those liens avoided by court order or extinguished by operation of law. In the event the case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the Plan, the chapter 13 trustee shall have no further authority or fiduciary duty regarding use, sale, or refinance of property of the estate except to respond to any motion for proposed use, sale, or refinance as required by the LBRs. Prior to any discharge or dismissal, the Debtor must seek approval of the court to purchase, sell, or refinance real property.

Date:

3 | 29 | 18


Richard G. Heston 90738
90738 CA

Attorney for Debtor


Ryan C. Nash
Debtor

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

19700 FAIRCHILD ROAD SUITE 280 IRVINE, CA 92612

A true and correct copy of the foregoing document entitled (was served *specify*): **Second Amended Chapter 13 Plan** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On March 29, 2018 (date) I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Nancy K Curry (TR) TrusteeECFMail@gmail.com
- Austin P Nagel melissa@apnagellaw.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (date) March 29, 2018, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Hon. Vincent Zurzolo
255 E. Temple Street Suite 1360
Los Angeles CA 90012

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

March 29, 2018
Date

Elmer Blanco
Printed Name

/s/ Elmer Blanco
Signature

Label Matrix for local noticing
0973-2
Case 2:17-bk-24752-VZ
Central District of California
Los Angeles
Thu Mar 29 13:09:41 PDT 2018

(p)VOLKSWAGEN CREDIT UNION
1401 FRANKLIN BLVD
LIBERTYVILLE IL 60048-4460

Cedars-Sinai Medical Center
8700 Beverly Boulevard
Los Angeles, CA 90048-1865

Cosmopolitan of Las Vegas
3708 Las Vegas Boulevard South
Las Vegas, NV 89109-4309

Freedom Financial Management LLC
1875 S. Grant St. #450
San Mateo, CA 94402-2673

Loan Me
PO Box 5645
Orange, CA 92863-5645

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

TCF National Bank
Retail Loan Operations PCC-2E-P
1405 Xenium Lane N
Minneapolis, MN 55441-4402

Wintrust Mortgage
9700 West Higgins Road
Suite 725
Rosemont, IL 60018-4796

Richard G Heston
19700 Fairchild Rd Ste 280
Irvine, CA 92612-2521

VW Credit, Inc., servicing agent for VW Cred
c/o Law Offices of Austin P. Nagel
111 Deerwood Rd., Suite 305
San Ramon, CA 94583-1530

Audi Financial Services
PO Box 5215
Carol Stream, IL 60197-5215

Clark County District Attorney
Bad Check Unit
200 Lewis Avenue
Lower Level #246
Las Vegas, NV 89101-6300

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

(p)AMERICAN HONDA FINANCE
P O BOX 168088
IRVING TX 75016-8088

LoanMe, Inc
1900 S. State College Boulevard
Suite 300
Anaheim, CA 92806-6152

Renee Melissa Nash
3115 Conquisita Aven
Long Beach, CA 90808-4031

United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017-3560

Wintrust Mortgage Bank
PO Box 7608
Carol Stream, IL 60197-7608

Ryan C. Nash
3115 Conquista Avenue
Long Beach, CA 90808-4031

Los Angeles Division
255 East Temple Street,
Los Angeles, CA 90012-3332

Barclay Card Services
PO Box 60517
City of Industry, CA 91716-0517

Clark County District Attorney
Regional Justice Center
200 Lewis Avenue
Lower Level #246
Las Vegas, NV 89101-6300

Franchise Tax Board
Bankruptcy Section
MS A-340
PO Box 2952
Sacramento, CA 95812-2952

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

LoanMe, Inc.
C/O WEINSTEIN & RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

Sequoia Financial Services
28632 Roadside Drive
Suite 110
Agoura Hills, CA 91301-6074

VW Credit Leasing, Ltd
c/o VW Credit, Inc.
PO Box 9013
Addison, Texas 75001-9013

Nancy K Curry (TR)
1000 Wilshire Blvd., Suite 870
Los Angeles, CA 90017-2466

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Audi Financial Services
PO Box 3
Hillsboro, OR 97123

Honda Financial Services
PO Box 105027
Atlanta, GA 30348

Portfolio Recovery Associates, LLC
c/o Barclaycard
POB 41067
Norfolk VA 23541

End of Label Matrix
Mailable recipients 28
Bypassed recipients 0
Total 28